

**2013 AMSP NEGOTIATIONS  
CITY INITIAL PACKAGE PROPOSAL\***

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**TERM**

One Year Term

**WAGES**

2% general wage increase

**ELIGIBILITY FOR OVERTIME**

As Proposed on May 22, 2013 (City Proposal #5)

**SICK LEAVE PAYOUT**

As Proposed on April 24, 2013 (City Proposal #6)

**HOLIDAYS**

See Attached (City Counterproposal to Union Proposal #7)

**VACATION**

See Attached (City Counterproposal to Union Proposal #7)

**SICK LEAVE**

See Attached (Acceptance of language in Union Proposal #7 entitled "Sick Leave")

**JURY DUTY**

As Proposed on May 17, 2013 (Acceptance of language in Union Proposal #7 entitled "Jury Duty")

**LEAVES OF ABSENCE**

See Attached (Acceptance of language in Union Proposal #7 entitled "Leaves of Absence")

**LAYOFF**

See Attached (City Counterproposal to Union Proposal #8)

**WORKING IN A HIGHER CLASSIFICATION**

As Proposed on May 22, 2013 (City Counterproposal to Union Proposal #9)

**PERSONAL PROTECTIVE EQUIPMENT**

As Proposed on April 19, 2013 (City Counterproposal to Union Proposal #15)

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**CONTRACTING OUT**

As Proposed on April 24, 2013 (City Counterproposal to Union Proposal #21)

**PREAMBLE/PURPOSE**

Tentative Agreement Reached on April 19, 2013

**PERIOD OF MEMORANDUM OF AGREEMENT**

Tentative Agreement Reached on April 19, 2013

**RECOGNITION**

Tentative Agreement Reached on April 19, 2013

**TEMPORARY MODIFIED DUTY**

Tentative Agreement Reached on April 19, 2013

**SAFETY**

Tentative Agreement Reached on April 19, 2013

**PROBATIONARY PERIODS**

Tentative Agreement Reached on April 19, 2013

**ANNUAL PERFORMANCE APPRAISAL**

Tentative Agreement Reached on April 19, 2013

**UNION/CITY COMMITTEE**

Tentative Agreement Reached on April 19, 2013

**BEREAVEMENT LEAVE**

Tentative Agreement Reached on May 17, 2013

**WITNESS LEAVE**

Tentative Agreement Reached on May 17, 2013

**LIFE INSURANCE**

Tentative Agreement Reached on May 17, 2013

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**EMPLOYEE ASSISTANCE PROGRAM**

Tentative Agreement Reached on May 17, 2013

**TRAINING**

Tentative Agreement Reached on May 17, 2013

**PROFESSIONAL MEMBERSHIP**

Tentative Agreement Reached on May 17, 2013

**MANAGEMENT PERFORMANCE PROGRAM**

Tentative Agreement Reached on May 17, 2013

**BILINGUAL PAY**

Tentative Agreement Reached on May 22, 2013

**MILEAGE REIMBURSEMENT**

Tentative Agreement Reached on May 22, 2013

**SUSTAINABLE TRANSPORTATION INCENTIVE**

As proposed on May 22, 2013 (Side Letter Agreement)

**REOPENERS**

- Notwithstanding any other provision of this Agreement, the parties agree to continue to meet and confer over retiree healthcare benefits and funding upon request of either party. This may include but is not limited to alternatives to reduce the cost of retiree healthcare benefits and options for current employees that comply with IRS regulations. The City and AMSP shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.
- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over retirement benefits upon request of either party in the event that the pension modification ballot measure, also known as Measure B, in part or in whole, is declared invalid or otherwise modified or changed by any court of competent jurisdiction or any other administrative process, or by any applicable State or Federal law or regulation.

Negotiations between the City and AMSP shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and AMSP shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

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- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over active healthcare benefits upon request of either party.

Negotiations between the City and AMSP shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and AMSP shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

*\* This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

**UNION PROPOSAL #7 – HOLIDAYS**

City Counterproposal:

**HOLIDAYS**

- (X).1 Except as hereinafter otherwise provided, each full-time employee who is on paid status before and after the holiday specified below shall be entitled to paid holiday leave on each of the following holidays observed, and on no other day, during the term of this Agreement:

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Cesar Chavez Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

- (X).2 When one the above holidays falls on a Sunday, the following day shall be designated as the holiday; and when one of the above holidays falls on a Saturday, the preceding day shall be designated as the holiday.

- (X).2.1 In continuous operations which require employees to work on Saturdays and Sundays, when a holiday falls on a Saturday or Sunday, the actual holiday will be observed rather than the City observed holiday.

- (X).3 Any other day proclaimed or designated by the Council of the City of San Jose as a holiday for which full-time employees will be entitled to holiday leave. Should additional holidays be provided, or should an existing holiday be traded for a different holiday observance for other represented employees on a Citywide basis, such holidays shall apply to employees in this unit.

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### UNION PROPOSAL #7 – VACATION

City Counterproposal:

#### VACATION

Vacation accrues at the following rate for each paid hour (either worked or paid absence or holiday closure):

<b>Years of Service</b>	<b>Annual Hourly Accrual (Full Time)</b>
1 – 5	120 hours
6 – 14	160 hours
15+	200 hours

Employees will continue to accrue vacation at the current rate in accordance with their years of service. Employees may only accrue vacation up to a maximum of two (2) times their annual accrual rate. Once an employee reaches their maximum accrued vacation limit, the employee will not accrue vacation until their vacation balance falls below the maximum limit.

Employees who currently have accrued vacation balances that are in excess of the limits below, will maintain their current balance, however they will not accrue vacation until their balance falls below the maximum limit.

<b>Years of Service</b>	<b>Maximum Accrued Vacation</b>
1 – 5	240 hours
6 – 14	320 hours
15+	400 hours

**UNION PROPOSAL #7 – SICK LEAVE**

Proposed Language:

**SICK LEAVE**

- (X).1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:
  - (X).1.1 Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.
- (X).2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.
- (X).3 Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.
- (X).4 Accrued sick leave also may be used in accordance with the Catastrophic Illness Time Donation Program.
- (X).5 Except as otherwise provided by resolution of the City Council, paid sick leave shall not be allowed for any absence from work occasioned by intoxication, or use of narcotics not prescribed by a licensed physician.
- (X).6 If approved by the City, an employee who is enrolled and participating in a substance abuse treatment program may use sick leave for absences resulting from participation in such program. The City may require appropriate verification.
- (X).7 No employee shall be entitled to or be granted sick leave, either with or without pay, unless he or she, or someone on his or her behalf notifies his or her immediate superior or Department Director, of his or her intent to take such sick leave due to a personal or family illness prior to the commencement of the sick leave where such notice is possible; provided, however, that the Director of Employee Relations may waive the requirement of such notice upon presentation of a reasonable excuse by such employee.

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- (X).8 An employee may be required to furnish substantiation for any absence for which sick leave payment is requested.
- (X).9 A full-time employee of the City shall be entitled to sick leave without any pay if required to be absent from work on account of any non-job related illness, injury or disability, in all situations where such employee is not entitled to sick leave with pay. Any full-time employee who is unable to return to work after being absent on paid and/or unpaid sick leave for a maximum of twelve (12) consecutive months or for a maximum of eighteen (18) cumulative months in any period of twenty-four (24) consecutive months may be separated from City service. However, an employee who has reached this limit may apply for a leave of absence without pay pursuant to Section (X), Leave of Absence.
- (X).10 Any such part-time employee shall be entitled to paid sick leave only for those days and number of hours the employee is in fact regularly assigned to work or would have been required to work, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.
- (X).11 No eligible part-time employee shall be entitled to sick leave with pay for any day or portion of a day during which the employee is absent, if in fact the employee is not regularly assigned to work or would not have been required to work on that day, inclusive of any hours an employee elects to work in addition to their indefinite assignment, notwithstanding the designation, scheduling and indefinite assignment made pursuant to this Article.



UNION PROPOSAL #7 – LEAVES OF ABSENCE

Proposed Language:

LEAVES OF ABSENCE

- (X).1 All requests for leaves of absence without pay shall be made in writing. The appointing authority, or his/her designated representative, may grant an employee a leave of absence without pay for good and sufficient reason, not to exceed twelve (12) months. Such leaves may, however, be extended, not to exceed an additional six (6) months, upon written request of the employee, subject to approval of the appointing authority, or his/her designated representative. Written requests for an extension of a leave shall be submitted prior to the expiration of the leave.
- (X).2 Appointing authority may grant leaves of absence without pay for an employee to work on Union business. Such leaves are subject to all the provisions in the Article.
- (X).3 Any leave granted pursuant to the provisions contained herein may be canceled by the appointing authority by notice in writing mailed to the employee at the employee's address on file in the Human Resources Department or such other address as the employee may designate. Such notice shall be by registered mail, return receipt requested and shall be mailed not later than thirty (30) days prior to the effective date of the cancellation of the leave. Failure of the employee to return to work on the first scheduled work day after the effective date of the cancellation, or on the first scheduled work day following the expiration of a leave, shall be considered a voluntary resignation, unless the failure to return is due to extenuating circumstances beyond the control of the employee. Each employee who is granted a leave pursuant to the provisions of this Article shall, upon return from leave, be entitled to a position within a classification held by the employee at the time the leave commenced.
- (X).4 If the position to which an employee would otherwise be entitled pursuant to the above has been deleted from the department's budget during the term of the employee's leave of absence, the employee shall, upon return from leave, be entitled to a position within the classification held by the employee at the time the leave commenced, provided there is either a vacancy in such classification or an employee in the classification with less seniority whose duties the returning employee is qualified to perform.
- (X).5 The employee is responsible for coordinating the return to work following a leave of absence. Prior to returning from a leave of absence, the employee shall contact the supervisor to ensure that all necessary documents have been completed and steps taken.
- (X).6 For the purposes of this Article, seniority shall be defined in accordance with Section (X) of Article (X), entitled Layoff.

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- (X).7 Any employee who is absent without notification to their Department Director, or other designated authority, for two (2) consecutive workdays, shall be considered a voluntary resignation, unless the failure to report is due to extenuating circumstances beyond the control of the employee.
- (X).8 Employees who have been separated from City service for failure to return from leave, or failure to report, and whose failure is determined to be the result of extenuating circumstances beyond their control shall be reinstated.

**UNION PROPOSAL #8 – LAYOFF**

City Counterproposal:

**ARTICLE (X) LAYOFF**

(X). 1 Order of Layoff When one (1) or more employees in the same class in a City department are to be laid off for lack of work, purposes of economy, curtailment of positions or other reasons, the order of layoff shall be as follows:

(X)1.1 Probationary employees in the order to be determined by the appointing authority.

(X)1.2 Permanent employees in inverse order of seniority within the classification being reduced, or in a higher class.

(X)1.3 Permanent employees shall be given every opportunity for transfer to other departments when layoff is pending.

(X).2 Notice of Layoff

(X).2.1 Employees subject to the provisions of this Article shall, wherever possible, be given at least thirty (30) calendar days notice in writing prior to the effective date of layoff. The appropriate Unions shall receive concurrent notice, and upon written request within seven (7) calendar days after the notice is given shall be afforded an opportunity to meet with the appropriate City representatives to discuss the circumstances necessitating the layoff and any proposed alternatives to such layoff.

(X).2.2 Upon specific request by the Union, the City shall provide any available public, written documents relating to staffing levels in a given department or section of a department. If workload documentation is available, the City will provide it to the Union, upon written request.

(X).3 Reassignment in Lieu of Layoff In the event of layoff, any employee so affected may elect to:

(X).3.1 Accept a position in a lateral or lower class in which he/she has previously served, or a position in a lateral or lower class within the series containing the class from which the employee is being laid off, provided he/she is otherwise qualified and is more senior than the least senior employee in such lateral or lower class.

(X).3.2 Accept a vacant position in a lateral or lower class for which he/she has the necessary education, experience, and training as determined by the Director of Human Resources or his/her designee. An employee may also accept a vacant position in a higher class, provided he/she has held

permanent status in such higher class, and further provided that the employee's removal from the higher class was voluntary and occurred during his/her most recent period of employment. Adverse decisions of the Director of Human Resources regarding necessary education, experience, and training shall be subject to the Administrative Grievance Procedure (City Policy Manual 2.1.2). The employee may file the Administrative Grievance at Step III within ten (10) working days of the date of being notified of the adverse decision.

- (X).3.3 Any employee entitled to an option noted above, which involves assignment to a lower classification, may elect to be placed on layoff in lieu of accepting such assignment to the lower class. In the event the employee elects to be placed on layoff, such employee will only be recalled to the classification from which the employee elected to be placed on layoff or to any higher classification to which the employee may be entitled pursuant to the provisions of this Article.
- (X).4 As used in this Article, the following words and phrases shall be defined as follows:
  - (X).4.1 Except as otherwise provided above, seniority shall be defined as the length of continuous paid employment within any permanent class or classes within the classified service of the City. Seniority shall be retained, but shall not accrue, during any period of leave without pay, except for authorized military leave.
  - (X).4.2 A lower class shall mean a class with a lower salary range.
  - (X).4.3 A position in a lateral class shall mean a position in a class with the same salary range.
  - (X).4.4 A position in a higher class shall mean a position in a class with a higher salary range.
- (X).5 Except as otherwise provided herein, no employee shall be entitled to a position in a higher class as a result of the application of the provisions of this Article.
- (X).6 Layoff Reinstatement Eligible List
  - (X).6.1 The names of such persons who are laid off or who elect reassignment in lieu of layoff in accordance with the provisions of Section (X).3, Reassignment in Lieu of Layoff, of this Article shall be placed upon a Reinstatement Eligible List in inverse order of seniority, i.e., the person with the greatest seniority on the Reinstatement Eligible List for the classes affected shall be offered reinstatement when a vacancy exists in the affected class. In the event a person refuses the offer of

reinstatement, such person's name shall be removed from the Reinstatement Eligible List, unless such person has reinstatement rights under the provisions of this Article to a higher class than the one in which the reinstatement is being refused.

- (X).6.2 In the event an employee accepts reinstatement to a lower class to which he/she is entitled, such person's name shall remain on the Reinstatement Eligible List for reinstatement to a lateral class, provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of the most recent layoff.
- (X).6.3 Any person who is reinstated to a class which is the highest class to which he/she would have been entitled at the time of the layoff shall have his/her name removed from the Reinstatement Eligible List.
- (X).6.4 In the event a person on layoff cannot be contacted by the City through usual and customary channels, including, but not limited to emails, phone calls or regular mail within ten (10) working days, such person's name shall be removed from the Reinstatement Eligible List, providing, however, that such person within the three (3) year period specified herein may request that his/her name be replaced on the Reinstatement Eligible List and such person's name may, in the sole discretion of the Director of Human Resources or his/her designee, be returned to the Reinstatement Eligible List. It shall be the responsibility of each person placed on the Reinstatement Eligible List to notify the Department of Human Resources of changes in contact information including, but not limited to email address, phone number or mailing address.
- (X).6.5 In no event shall the names of any person laid off pursuant to the provisions of this Article remain on a Reinstatement Eligible List for a period longer than three (3) years from the effective date of such person's most recent layoff. If there are employees on a Reinstatement Eligible List, the City will review such list prior to contracting-out work, or hiring outside work, to determine if the work could be performed by someone on the Reinstatement Eligible List.
- (X).6.6 Upon reinstatement to any classification to which the employee is entitled pursuant to the provisions of this Article, all benefits acquired by the employee prior to his/her layoff shall also be reinstated. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

